

EXHIBIT C



December 4, 2022

Christian Cowart
T: (972) 694-9686
ccowart@creedon.com

Conrad Borrell & Conradical Sàrl
c/o Andrés Arnaldos
57 Turner Pl., #2
Brooklyn NY 11218
Via Mail & E-Mail: andres.arnaldos@almaranlaw.com

RE: Reminder of Obligations Under the Video Game Licensing Agreement and Demand for Retraction and Clarification of Defamatory Statements

Dear Mr. Borrell & Conradical Sàrl:

We represent Digerati Distribution & Marketing, LLC (“Digerati”). Having reviewed your letter dated November 29, 2022, Digerati has not breached the Video Game Licensing Agreement (“Agreement”) dated September 10, 2021 by and between Digerati and Conradical Sàrl, by Conrad Borrell (collectively, “You” or “Your”).¹

It has come to Digerati’s attention that You are making disparaging statements regarding Digerati in a manner that is harmful to its business, the Licensed Game, and the personal reputation of its employees. Digerati is also concerned about how these statements negatively impact You and Your Licensed Game, which is your creation. Digerati is here to help ensure the success of You and Your Licensed Game.

With that, Digerati demands that You delete, correct, and retract any disparaging statements you have made **by December 6, 2022** pursuant to Texas Civil Practice & Remedies Code § 73.055(c).

In accordance with Texas Civil Practice & Remedies Code § 73.055(d), Digerati provides You with the following statements made by You that are false and defamatory with the defamatory meaning in the attached **Schedule A**.

Accordingly, Digerati demands that You issue a correction statement to remedy the harm in substantially the following form (italicized below):

As to the release of The Outbound Ghost on Nintendo Switch on December 1, 2022, I must make clear the following:

¹ Capitalized terms used but not defined herein have the meanings ascribed to them under the Agreement.



1. *After some research I have realized that the released version is in fact the one that I tested previously, and I was aware of the version of the game which was to be launched.*
2. *Any comments I have made following the release should not be interpreted as me having been let down by Digerati Distribution, who have been nothing but fully supportive throughout the development of the game and have helped me to successfully release my first game.*

Both Digerati and I are disappointed that the intended day one patch for the game has not yet been made available.

We request that you issue this statement to mitigate the damage caused by your defamatory statements by at least **December 5, 2022**.

We also notify you of Your promise in Section 6(b) of the Agreement:

Return or Destruction. Whenever requested by a disclosing Party a receiving Party shall immediately: (i) return to the disclosing Party all manifestations of the Confidential Information² or, (ii) at the disclosing Party's option, destroy all such Confidential Information as the disclosing Party may designate, provided such Confidential Information is not required for the performance by the receiving Party of its obligations hereunder.

In addition to deleting these statements for being disparaging and defamatory, Digerati demands that you destroy them these statements that contain manifestations of Confidential Information concerning the business and operations concerning Your Licensed Game.

Moreover, if you fail to comply with the demands set forth above within 30 days, then Digerati may reduce or delay all or any portion of any payment owed to You under the Agreement for the period that You remain in breach pursuant to Section 1(c) of Exhibit C.

In addition, we hereby demand that you immediately take all necessary action to prevent further disparagement of Digerati and its officers, directors, employees, or agents, including retracting any statements made that disparage such persons.

Please direct any questions to me at ccowart@creedon.com.

This notice is made without prejudice to any of our rights, powers, privileges, remedies, and defenses, now existing or hereafter arising, all of which are hereby expressly reserved.

² In the Agreement, "Confidential Information" means "the material, data, systems and other information concerning the operation, business, financial affairs, products, customers, trade secrets and intellectual property of a Party that may not be accessible or known to the general public, including, but not limited to the terms of this Agreement."



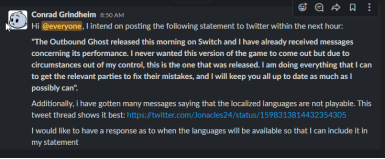
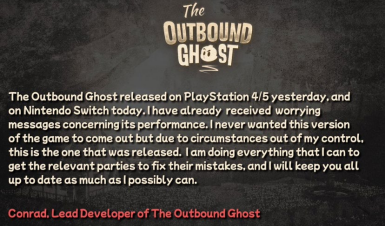
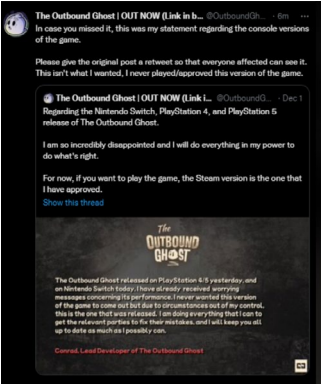

Sincerely,

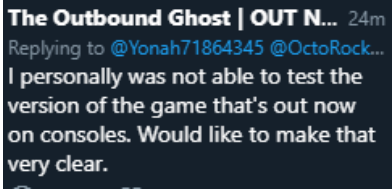
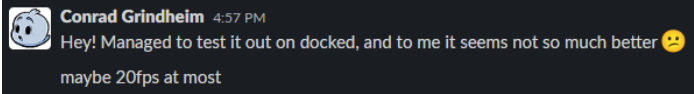

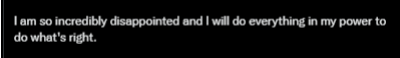
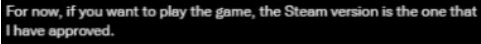
A handwritten signature in blue ink, appearing to read "Christian J. Cowart", with a long horizontal flourish extending to the right.

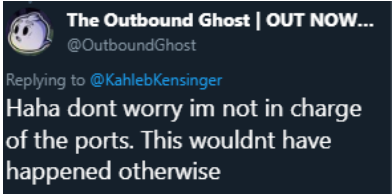


CHRISTIAN J. COWART

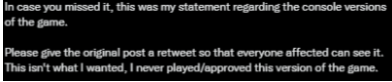
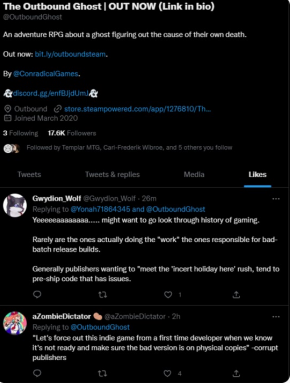

cc: jc
conrad@conradicalgames.com
sonia.borrell@me.com

Statements Demanded for Deletion, Retraction, & Correction

No.	STATEMENT	FALSITY
1.		False statement where you are hurting sales and our reputation by falsely stating that you had not approved the other versions when you did approve those versions.
2.		False statement because You were fully aware which version would be released and that there would be a patch. Conversations about patches with You will be made available if necessary.
3.		

No.	STATEMENT	FALSITY
4.		<p>False statement that you “[wer]e not able to test the version of the game that’s out now on consoles” because You did test the game. Specifically, we have messages that You tested the game, including that you “[m]anaged to test it out on docked.”</p>  
5.		False statement where you are hurting sales and our reputation by implying that we are not actively attempting to fix any mistakes.
6.	“Get the relevant parties to fix THEIR mistakes”	False statement where you are hurting our reputation by implying that we are not actively attempting to fix any mistakes.
7.		False statement where you are hurting sales and our reputation by falsely stating that you had not approved the other versions when you did approve those versions.

No.	STATEMENT	FALSITY
8.	 <p>The Outbound Ghost OUT NOW... @OutboundGhost</p> <p>Replying to @KahlebKensinger Haha dont worry im not in charge of the ports. This wouldnt have happened otherwise</p>	False statement where you are hurting sales and our reputation by falsely stating that you were not involved in the porting process. You were kept fully updated throughout the porting process. We will provide copies of Slack messages and other communications between You, Digerati, and the porting company, if necessary.
9.	 <p>Jo... Send a tweet to @DigeratiDM, the publisher of The Outbound Ghost. I have been told that everything would be ready for the launch</p>	False statement where you are directing others to republish your defamatory statements and hurting our reputation. You were not told everything would be “perfect” and knew there would be some issues that would need to be fixed with a patch. We will provide copies of Slack messages and other communications between You, Digerati, and the porting company, if necessary.
10.	 <p>CGDenny8 @CGDenny8 This is shocking to see, aside from a few minor visual bugs, the experience has been near flawless on PS5. Hope the game reaches a state the team is happy with! Best of Luck @OutboundGhost</p> <p>The Outbound Ghost OUT NOW ... Regarding the Nintendo Switch, Playstation 4, and Playstation 5 release of The Outbound Ghost. I am so incredibly disappointed and I will do everything in my power to do what's right. For now, if you want to play the game, the Steam version is the one that I have approved. What point in the game are you at? You could be approaching a critical point soon. There is a bug regarding swapping items, and a language bug at the start of chapter 2 as well as far as I know. Keep an eye out for those.</p>	False statement where you are needlessly bringing attention to bugs on PS5 in a manner that is falsely implying that we are not proactively attempting to resolve the “minor visual bugs.” You are hurting our sales.

No.	STATEMENT	FALSITY
11.		<p>False statement where you are directing others to republish your defamatory statements, which is causing harm as shown in the image below:</p> 
12.		<p>False statement that you “[wer]e not able to test the version of the game that’s out now on consoles” because You did test the game. See above. Further, your conduct is causing harm as shown below.</p> 